

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

NATAKI K. BARNES,

Plaintiff,

v

GREEN TREE SERVICING LLC,

Defendant.

Case No. _____

Hon. _____

Nataki K. Barnes
Plaintiff, Pro Se
25241 Orchard Grove St.
Southfield MI 48033

Courtney Krause (P70581)
Fabrizio & Brook, P.C.
Attorney for Defendant
888 W Big Beaver Rd. Ste 800
Troy Michigan 48084
(248) 362-2600

NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

TO: Nataki K. Barnes
25241 Orchard Grove Street
Southfield MI 48033

PLEASE TAKE NOTICE that Defendant Green Tree Servicing LLC (“Green Tree”) hereby provides notice that it is removing the above-captioned action from the Oakland County Circuit Court, State of Michigan (the “State Court”), to the United States District Court for the Eastern District of Michigan, Southern Division, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. Green Tree makes no admission of liability by this Notice and expressly reserves all defenses, motions, and pleas, including, without limitation, its objections to the sufficiency of service of process and its objections to the merits and sufficiency of Plaintiff’s pleadings. As grounds for removal, Green Tree states as follows:

1. Plaintiff filed this action on June 7, 2013, as Case No. 13-134432-CH in the state court. A copy of the State Court record, including copies of the summons, complaint, and any other process, pleadings and orders received by Green Tree is attached hereto.

2. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because it was filed within thirty days of receipt of the first pleading, motion, order or other paper from which it could first be ascertained that this Action is one which is or has become removable. Specifically, this Notice of Removal was filed within thirty days of Defendant receiving the complaint on June 13, 2013.

3. This action is properly removed to this Court pursuant to 28 U.S.C. § 1441 because this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, and because Green Tree has satisfied the procedural requirements for removal.

4. Venue is proper in the United States District Court for the Eastern District of Michigan, Southern Division, as this is the District and Division embracing the place where the State Court Action is pending, *i.e.*, Oakland County, Michigan. *See* 28 U.S.C. §§ 102(a)(1), 1441(a).

5. This matter is a civil action over which this Court has diversity jurisdiction under 28 U.S.C. § 1332(a) because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is an action between citizens of different states. The basis for diversity is demonstrated more fully below.

- a. Plaintiff: On the front page of her Complaint, Plaintiff sets forth a street number and post office address of 25241 Orchard Grove Street, Southfield, MI 48033. Plaintiff does not allege that she has any intention of leaving Michigan. Thus, for diversity purposes, Plaintiff's domicile is in Michigan, and, therefore, Plaintiff is a citizen of Michigan. *See Newman-Green, Inc. v Alfonzo-Larrain*, 490 U.S. 826, 828 (1989) (a person is a citizen of the state in which he or she is

domiciled); *Mississippi Band of Choctaw Indians v Holyfield*, 490 U.S. 30, 48 (1989) (“[D]omicile is established by physical presence in a place in connection with a certain state of mind concerning one’s intent to remain there.”).

b. Green Tree: Green Tree is a limited liability company organized under the laws of Delaware with its principal office located in Minnesota. For diversity purposes, “a limited liability company...has the citizenship of its members.” *VeriCorr Packaging, LLC v Osiris Innovations Group, LLC*, 501 F.Supp.2d 989, 990 (E.D.Mich. 2007) (citations omitted).

- i. The sole member of Green Tree Servicing LLC is Green Tree Licensing, LLC, a Delaware limited liability company with its principal office in Minnesota.
- ii. The sole member of Green Tree Licensing LLC is Green Tree MH LLC, a Delaware limited liability company with its principal office located in Minnesota.
- iii. The sole member of Green Tree MH LLC is Green Tree HE/HI LLC, a Delaware limited liability company with its principal office located in Minnesota.
- iv. The sole member of Green Tree HE/HI LLC is Green Tree CL LLC, a Delaware limited liability company with its principal office located in Minnesota.
- v. The sole member of Green Tree CL LLC is Green Tree Investment Holdings II LLC, a Delaware limited liability company with its principal office located in Minnesota.

- vi. The sole member of Green Tree Investment Holdings II LLC is Green Tree Credit Solutions LLC, a Delaware limited liability company with its principal office located in Minnesota.
- vii. The sole member of Green Tree Credit Solutions LLC is Walter Investment Holding Company, LLC, a Delaware limited liability company with its principal office located in Florida.
- viii. The sole member of Walter Investment Holding Company, LLC is Walter Investment Management Corp., a Maryland corporation with its principal office located in Florida.

6. Complete diversity exists because Plaintiff is a citizen of Michigan and Defendant Green Tree is a citizen of Delaware, Maryland, Florida and Minnesota.

7. Under 28 U.S.C. § 1332(a), the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

8. In the present action, Plaintiff appears to be seeking damages for fraud in the inducement (Count I) and Breach of Contract (Count II), specifically requesting \$108,000.00 in damages. (Compl. Count I, request for relief; Compl. ¶ 202) Plaintiff is presumably referencing the original balance of the mortgage and note dated June 15, 2007, encumbering property located at 25241 Orchard Grove St., Southfield, MI 48033. **(Exhibit A-Mortgage and Assignment of Mortgage)**. Defendant Green Tree Servicing LLC purchased the property at sheriff's sale for \$80,062.46 on December 11, 2012 and recorded a sheriff's deed on December 21, 2013 in Liber 45121, Page 637 of the Oakland County Register of Deeds. **(Exhibit B-Sheriff's Deed)**. These judicially noticeable facts and Plaintiff's allegations establish that "it is more likely than not" that

the amount in controversy currently exceeds \$75,000.00, and, thus, the amount in controversy requirement is satisfied

9. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice is being filed concurrently with the Clerk of the Oakland County Circuit Court, State of Michigan and served on all adverse parties. A copy of Green Tree's Notice of Filing Notice of Removal in the State Court, without exhibits, is attached hereto as **Exhibit C.**

10. Based on the foregoing, Green Tree is entitled to remove this Action to this Court under 28 U.S.C. § 1441, *et seq.*

WHEREFORE, Green Tree Servicing LLC respectfully request that this Honorable Court take jurisdiction over this Action and grant such other relief as this Court deems proper.

Date: June 21, 2013

Respectfully submitted,

FABRIZIO & BROOK, P.C.

By: /s/ Courtney A. Krause
Courtney A. Krause (P70581)
888 W Big Beaver Rd. Ste 800
Troy MI 48084
(248) 362-2600
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CERTIFICATE OF SERVICE

The undersigned states that on June 21, 2013, a copy of the NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN and this CERTIFICATE OF SERVICE were served upon:

Nataki K. Barnes, Plaintiff
25241 Orchard Grove Street
Southfield MI 48033

via first class United States mail.

I declare that the statements above are true to the best of my information, knowledge and belief.

Dated: June 21, 2013

/s/ Courtney A. Krause

THE PEOPLE OF THE STATE OF MICHIGAN IN THE SIXTH CIRCUIT
COURT FOR THE COUNTY OF OAKLAND

NATAKI K BARNES
Street Number Post Office Address
25241 ORCHARD GROVE ST
SOUTHFIELD MI 48033
248-797-4398

Plaintiff,

v

GREEN TREE SERVICING LLC
400 Turbine Drive
Rapid City, SD 57703.
605-355-7000

Defendant.

JURY TRIAL DEMANDED

COMPLAINT

PLAINTIFF NATAKI K BARNES sues GREEN TREE SERVICING LLC (hereafter call Defendant/lender/bank) for breach of contract and fraud in the inducement stating in support:

DEFINITION

In order to understand the correct application of the statute, we must first define the terms used in connection with this point of law. As will be shown, many terms used today do not, in their legal context, mean what we assume they mean, thus resulting in the misapplication of statutes.

1. Terms in the statute should be construed according to their plain meaning whenever possible, consistent with traditional rules of statutory construction, to

give effect to the intent of the legislature. *Scheurman v Department of Transp*, 434 Mich 619, 628, 456 NW2d (1990).

2. The rules of statutory construction are well established. First and foremost, we must give effect to the Legislature's intent. *Reardon v Dep't of Mental Health*, 430 Mich 398, 412; 424 NW2d 248 (1988). If the language of a statute is clear and unambiguous, the plain meaning of the statute reflects the legislative intent and no further construction is required or permitted. *Turner v Auto Club Ins Ass'n*, 448 Mich 22, 27; 528 NW2d 681 (1995). However, when a statute specifically defines a given term, that definition alone controls. *Trye v Michigan Veterans' Facility*, 451 Mich 129 {Page59}, 135; 545 NW2d 642 (1996).
3. The definition of the word "Person" control et al.
4. The Uniform Partnership Act Limited Liability Partnership 34-302(14) " Person" means an individual, corporation, limited liability company, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision, agency or instrumentality, or any other legal or commercial entity
5. The Revised Uniform Arbitration Act {5} "Person" means an individual, corporation, limited liability company, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision, agency, or instrumentality; public corporation; or any other legal or commercial entity.
6. The International Fuel Tax Agreement defines "Person" is an individual, corporation, LLC, partnership, association, trust, or other entity.
7. The International Registration Plan, Inc. includes THE STATE OF MICHIGAN as one of its member explain the purposes of the registration license apportion or

imposition fee which define "Person" means a natural person or business entity such as a corporation, partnership, or limited liability company.

8. 28 USC 3002(10) "'Person" includes a natural person (including an individual Indian), a corporation, a partnership, an unincorporated association, a trust, or an estate, or any other public or private entity, including a State or Local government or an Indian tribe.
9. MCL 8.31 defined the word "Person" may extend and be applied to bodies politic and corporate, as well as to individuals.
10. MCL 24.205 (7) "Person" means an individual, partnership, association, corporation, limited liability company, limited liability partnership, governmental subdivision, or public or private organization of any kind other than the agency engaged in the particular processing of a rule, declaratory ruling, or contested case.
11. MCL 257.40 "Person" means every natural person, firm, copartnership, association, or corporation and their legal successors.
12. MCL 440.1201 (30) "Person" includes an individual or an organization.
13. MCL 761.1 As used in this act (a) "Person", "accused", or a similar word means an individual or, unless a contrary intention appears, a public or private corporation, partnership, or unincorporated or voluntary association.
14. MCL 440.1201 (28) "Organization" includes a corporation, government, or governmental subdivision or agency, business trust, estate, trust, partnership or association, 2 or more persons having a joint or common interest, or any other legal or commercial entity.

15. MCL 750.10 In this act: The singular number include, unless a contrary intention appears public and private corporations, copartnerships, and unincorporated or voluntary associations.
16. MCL 440.1201 (35) "Representative" includes an agent, an officer of a corporation or association, and a trustee, executor, or administrator of an estate, or any other person empowered to act for another.
17. MCL 440.9102 (WWW) " State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.
18. Here is the often-expressed understanding from the United States Supreme Court, that "in common usage, the term "person" does not include the Sovereign, statutes employing the word person are ordinarily construed to exclude the Sovereign." Wilson v. Omaha Tribe, 442 U.S. 653, 667 (1979) (quoting United States v. Cooper Corp., 312 U.S. 600, 604 (1941). See also United States v. Mine Workers, 330 U.S. 258,275 (1947)
19. The Supreme Court in the case of Willis vs. Michigan State Police, 105 L. Ed. 2d 45 (1989) made it perfectly clear that the Sovereign cannot be named in any statute as merely a "person" or "any person." The private man or woman is a member of said "sovereignty, itself remains with the People, by whom and for whom all government exists and acts."
20. This maxim of law says, "Two things similar can never be the same."
21. The doctrine of "idem sonans" has been much enlarged by modern decisions, to conform to the growing rule that a variance, to be material, must be such as has

misled the opposite party to his prejudice. State v. White, 34, S.X. 59 12 S.E. 661.

22. This is exactly what has happen I Nataki Kai Barnes and ~~N~~ATAKI K BARNES is not and never can be the same.

JUDICIAL NOTICE

23. MRE 202 (b) @ MCL 1. A court shall take judicial notice of each matter specified in paragraph (a) of this rule if a party requests it and (1) furnishes the court sufficient information to enable it properly to comply with the request and (2) has given each adverse party such notice as the court may require to enable the adverse party to prepare to meet the request.

Michigan State Constitution Article XVI Sec. 2.

24. Members of the legislature and all officers, executive and judicial, except such officers as may by law be exempted, shall, before they enter on the duties of their respective offices, take and subscribe the following oath or affirmation:
25. 42 U.S.C. 21 § 1983. Civil action for deprivation of rights Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or

declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.

26. *Owens v Independence*, 100 S.Ct. 1398, 445 US 622 “Officers of the court have no immunity, when violating a Constitutional right, from liability. For they are deemed to know the law.” *Boyd v. U.S.*, 116 U.S. 616 “The court is to protect against any encroachment of Constitutionally secured liberties.

GENERAL ALLEGATIONS OF LAWS AND FACT

27. “In the federal courts, it is well established that a national bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him.” *Farmers and Miners Bank v. Bluefield Nat'l Bank*, 11 F 2d 83, 271 U.S. 669.
28. “A national bank has no power to lend its credit to any person or corporation . . . *Bowen v. Needles Nat. Bank*, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.
29. “The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often . . . *Zinc Carbonate Co. v. First National Bank*, 103 Wis 125, 79 NW 229. *American Express Co. v. Citizens State Bank*, 194 NW 430.
30. “A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which-would look like a catalog of ships.” [Emphasis added] *Norton Grocery Co. v. Peoples Nat. Bank*, 144 SE 505. 151 Va 195.

31. "It has been settled beyond controversy that a national bank, under federal Law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires . . ."
Howard & Foster Co. v. Citizens Nat'l Bank of Union, 133 SC 202, 130 SE 759(1926).
32. "... checks, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.
33. "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics, . . . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. I Morse. Banks and Banking 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 194 NW 429.
34. "It is not within those statutory powers for a national bank, even though solvent, to lend its credit to another in any of the various ways in which that might be done." Federal Intermediate Credit Bank v. L'Harrison, 33 F 2d 841, 842 (1929).
35. "There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." National Bank of Commerce v. Atkinson, 55 E 471.

36. "A bank can lend its money, but not its credit." First Nat'l Bank of Tallapoosa v. Monroe, 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550.
37. "... the bank is allowed to hold money upon personal security; but it must be money that it loans, not its credit." Seligman v. Charlottesville Nat. Bank, 3 Hughes 647, Fed Case No.12, 642, 1039.
38. "A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied, to repay the sum with or without interest." Parsons v. Fox 179 Ga 605, 176 SE 644. Also see Kirkland v. Bailey, 155 SE 2d 701 and United States v. Neifert White Co., 247 Fed Supp 878, 879.
39. "The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange . . ." Lane v. Bailey 280 Ky 319, 133 SW 2d 75.
40. "A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment ..." Christensen v. Beebe, 91 P 133, 32 Utah 406.
41. "A bank is not the holder in due course upon merely crediting the depositors account." Bankers Trust v. Nagler, 229 NYS 2d 142, 143.
42. "A check is merely an order on a bank to pay money." Young v. Hembree, 73 P2d 393.
43. "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract

or recover damages." Barnsdall Refining Corn. v. Birnam Wood Oil Co., 92 F 26
817.

44. "Any conduct capable of being turned into a statement of fact is representation.
There is no distinction between misrepresentations effected by words and
misrepresentations effected by other acts." Leonard v. Springer, 197 Ill 532, 64 NE
301.

45. "If any part of the consideration for a promise be illegal, or if there are several
considerations for an unseverable promise one of which is illegal, the promise,
whether written or oral, is wholly void, as it is impossible to say what part or
which one of the considerations induced the promise." Menominee River Co. v.
Augustus Spies L. & C Co., 147 Wis 559, 572; 132 NW 1122.

46. "The contract is void if it is only in part connected with the illegal transaction and
the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank,
227 Wis 550, 279 NW 83.

47. "It is not necessary for rescission of a contract that the party making the
misrepresentation should have known that it was false, but recovery is allowed
even though misrepresentation is innocently made, because it would be unjust to
allow one who made false representations, even innocently, to retain the fruits of
a bargain induced by such representations." Whipp v. Iverson, 43 Wis 2d 166.

48. "Each Federal Reserve bank is a separate corporation owned by commercial
banks in its region ..." Lewis v. United States, 680 F 20 1239 (1982).

49. In a Debtor's RICO action against its creditor, alleging that the creditor had
collected an unlawful debt, an interest rate (where all loan charges were added

together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. Durante Bros. & Sons, Inc. v. Flushing Nat'l Bank, 755 F.2d 239, Cert. denied, 473 US 906 (1985).

50. The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the congressional purpose as broadly formulated in the Statute. Sedima, SPRL v. Imrex Co., 473 US 479 (1985).

51. "Lender" and its agents are requested to give proof of claim/verification of the purported debt and status as holder in due course. Such is required as a matter of due process of law. This is apparent in the U.S. Supreme Court statement: "For in this proceeding petitioner is not seeking, nor is respondent denying him, anything other than the right to prove his claim...The question is simply one of the

admissibility and effect of evidence; and... the obligation to receive in evidence a promissory note or other admissible evidence of debt" MORRIS v. JONES, 329 U.S. 545 (1947) (emphasis added).

52. Payment shall be deemed refused, and/or no obligation exist, if "Lender" does not provide verification and/or adequate assurance of the alleged debt as herein requested pursuant to the laws of the land, and any debt allegedly owed by me is extinguished as an operation of law. "[A]n obligation...once extinct, it never revives again," OGDEN v. SAUNDERS, 25 U.S. 213 (1827). Equality under the law is paramount and mandatory by law.
53. Plaintiff reserves all of her rights according to the Universal Declaration of Human Rights, MRE 202 (b) and UCC 1-207.
54. Plaintiff has Warranty Deed to Land.
55. Plaintiff challenge Defendant allegation that they are note and mortgage holder in due course according to 15 U.S.C. 1629g, Dated June 15, 2007.
56. Defendant fails to validate alleged debt to this date.
57. Defendant failure to validate alleged contract according to Erie Railroad v Tomkins (1938).
58. The Defendant routinely and habitually practices the oldest scheme throughout History the changing of currency.
59. The year 1913 was the third attempt by the European bankers to get their system back in place within the United States of America.
60. President Andrew Jackson ended the second attempt in 1836.

61. What they could not win militarily in the Revolutionary War they attempted to accomplish by a banking money scheme which allowed the European Banks to own the mortgages on nearly every home, car, farm, ranch, and business at no cost to the bank.
62. Requiring **"We the People"** to pay interest on the equity we lost and the bank got free.
63. Today people believe that cash and coins back up the all checks.
64. If you deposit \$100 of cash, the bank records the cash as a bank asset (debit) and credits a Demand Deposit Account (DDA), saying that the bank owes you \$100.
65. For the \$100 liability the bank owes you, you may receive cash or write a check.
66. If you write a \$100 check, the \$100 liability your bank owes you is transferred to another bank and that bank owes \$100 to the person you wrote the check to.
67. That person can write a \$100 check or receive cash. So far there is no problem.
68. Remember one thing however, for the check to be valid there must first be a deposit of money to the banks **ASSETS**, to make the check (liability) good.
69. The liability is like a **HOLDING ACCOUNT** claiming that money was deposited to make the check good.
70. **Here then, is how the switch in currency takes place.**
71. The bank advertises it loans' money.
72. The bank says, "sign here".
73. However the bank never signs because they know they are not going to lend you theirs, or other depositor's money.
74. Under the law of bankruptcy of a nation, the mortgage note acts like money.

75. The bank makes it look like a loan but it is not. It is an exchange.
76. The bank receives the equity in my home I am buying for free, in exchange for an unpaid bank liability that the bank cannot pay, without returning the mortgage note.
77. If the bank had fulfilled its end of the contract, the bank could not have received the equity in my home for free.
78. The bank receives my mortgage note without investing or risking one-cent.
79. The bank sells the mortgage note, receives cash or an asset that can then be converted to cash and still refuses to loan me their or other depositors' money or pay the liability it owes me.
80. On the \$108,000.00 loan the bank does not give up \$108,000.00 dated June 15, 2007.
81. The bank receives \$108,000.00 in cash or an asset and issues a \$108,000.00 liability (check) the bank has no intention of paying.
82. The \$108,000.00 the bank received in the alleged loan is the equity (lien on property) the bank received without investment, and it is the \$108,000.00 I lost in equity to the bank.
83. The \$108,000.00 equity I lost to the bank, which demands I repay plus interest.
84. The loan agreement the bank told me to sign said LOAN.
85. The bank broke that agreement.
86. The bank now owns the mortgage note without loaning anything.
87. The bank then deposited the mortgage note in an account they opened under my name without my authorization or knowledge.

88. The bank withdrew the money without my authorization or knowledge using a forged signature.
89. The bank then claimed the money was the banks' property, which is a fraudulent conversion.
90. The mortgage note was deposited or debited (asset) and credited to a Direct Deposit Account, (DDA) (liability).
91. The credit to DDA (liability) was used from which to issue the check.
92. The bank just switched the currency.
93. The bank demands that I cannot use the same currency which the bank deposited (promissory, notes or mortgage notes) to discharge my mortgage note.
94. The bank refuses to loan me other depositors' money, or pay the liability it owes me for having deposited my mortgage note.
95. To pay this liability the bank must return the mortgage note to me.
96. However instead of the bank paying the liability it owes me, the bank demands I use these unpaid bank liabilities, created in the alleged loan process, as the new currency.
97. Now I must labor to earn the bank currency (unpaid liabilities created in the alleged loan process) to pay back the bank. What the bank received for free, I lost in equity.
98. If I tried to repay the bank in like kind currency, (which the bank deposited without my authorization to create the check they issued me), then the bank claims the promissory note is not money.
99. They want payment to be in legal tender (check book money).
100. The mortgage note is the money the bank uses to buy my property in the foreclosure.

101. They get my real property at no cost.
102. If they accept my promissory note to discharge the mortgage note, the bank can use the promissory note to buy my home if I sell it.
103. Their problem is, the promissory note stops the interest and there is no lien on the property.
104. If I sell the home before the bank can find out and use the promissory note to buy the home, the bank lost.
105. The bank claims they have not bought the home at no cost.
106. Question is, what right does the bank have to receive the mortgage note at no cost in direct violation of the contract they wrote and refused to sign or fulfill.
107. By demanding that the bank fulfill the contract and not change the currency, the bank must deposit my second promissory note to create Checkbook money to end the fraud, putting me back in the same position I was, prior to the fraud, in the first place.
108. Then all the homes, farms, ranches, cars and businesses in this country would be redeemed and the equity returned to the rightful owners (the people).
109. If not, every time the homes are refinanced the banks get the equity for free.
110. I must labor 10 to 15 years full time as the bankers sit behind their desks, laughing at me because I were too stupid to figure it out or to force them to fulfill their contract.
111. The \$108,000.000 created inflation and this increases the equity value of my homes.
112. When my home is refinanced the bank again receives the equity for free.
113. What the bank receives for free the alleged borrower loses to the bank.

114. According to the Federal Reserve Banks' own book of Richmond, Va. titled "YOUR MONEY" page seven, "...demand deposit accounts are not legal tender..."
115. If a promissory note is legal tender, the bank must accept it to discharge the mortgage note.
116. The bank changed the currency from the money deposited, (mortgage note) to check book money (liability the bank owes for the mortgage note deposited) forcing me to labor to pay interest on the equity, in real property (real estate) the bank received for free.
117. This cost was not disclosed in NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW, Federal Reserve Regulation Z.
118. When a bank says they gave me credit, they mean they credited my transaction account, leaving me with the presumption that they deposited other depositors money in the account.
119. The fact is they deposited my money (mortgage note).
120. The bank cannot claim they own the mortgage note until they loan me their money.
121. If bank deposits my money, they are to credit a Demand Deposit Account under my name, so I can write checks and spend my money.
122. In this case they claim my money is their money.
123. Ask a criminal attorney what happens in a fraudulent conversion of my funds to the bank's use and benefit, without my signature or authorization.
124. What the banks could not win voluntarily, through deception they received for free.
125. Several presidents, John Adams, Thomas Jefferson, and Abraham Lincoln believed that banker capitalism was more dangerous to our liberties than standing armies.

126. U.S. President James A. Garfield said, "Whoever controls the money in any country is absolute master of industry and commerce."
127. The Chicago Federal Reserve Bank's book, "Modern Money Mechanics", explains exactly how the banks expand and contract the check book money supply forcing people into foreclosure.
128. This could never happen if contracts were not violated and if we received equal protection under the law of Contract.
129. The bank does not loan money.
130. The bank merely switches the currency.
131. The alleged borrower created money or currency by simply signing the mortgage note.
132. The bank does not sign the mortgage note because they know they will not loan me their money.
133. The mortgage note acts like money.
134. To make it look like the bank loaned me money the bank deposits my mortgage note (lien on property) as money from which to issue a check.
135. No money was loaned to legally fulfill the contract for the bank to own my mortgage note.
136. By doing this, the bank received the lien on my property without risking or using one cent.
137. I lost the equity in my homes to the bank and now I must labor to pay interest on my property, which the bank got for free and I lost.

138. The check is not money, the check merely transfers money and by transferring money the check acts LIKE money.
139. The money deposited is the mortgage note. If the bank never fulfills the contract to loan money, then the bank does not own my mortgage note.
140. The deposited mortgage note is still my money and the checking account they set up in my name that they credited, from which to issue the check, is still my money.
141. They only returned my money in the form of a check.
142. Why do I have to fulfill my end of the agreement if the bank refuses to fulfill their end of the agreement?
143. If the bank does not loan me their money they have not fulfilled the agreement, the contract is void.
144. **I created currency by simply signing the mortgage note.**
145. The mortgage note has value because of the lien on the property and because of the fact that I am to repay the loan.
146. The bank deposits the mortgage note (currency, MN) to create a check (currency, BM) (bank money).
147. Both currencies cost nothing to create.
148. By law the bank cannot create currency (BM a check) without first depositing currency, (MN) or legal tender.
149. For the check to be valid there must be MN or BM as legal tender, but the bank accepted currency (MN) as a deposit without telling me and without my authorization.

150. The bank withdrew my money, which they deposited without telling me and withdrew it without my signature, in a fraudulent conversion scheme, which can land the bankers in jail but is played out in every City and Town in this nation on a daily basis.
151. Without loaning me money, the bank deposits my money (MN), withdraws it and claims it is the bank's money and that it is their money they loaned me.
152. It is not a loan, it is merely an exchange of one currency for another, they'll owe me the money, which they claimed they were to loan me.
153. If they do not loan the money and merely exchange one currency for another, the bank receives the lien on my property for free.
154. What they get for free I lost and must labor to pay back at interest..
155. If the banks loaned me legal tender, they could not receive the liens on nearly every home, car, farm, and business for free.
156. The people would still own the value of their homes.
157. The bank must sell my currency (MN) for legal tender so if I use the bank's currency (BM), and want to convert currency (BM) to legal tender they will be able to make it appear that the currency (BM) is backed by legal tender.
158. The bank's currency (BM) has no value without your currency (MN).
159. The bank cannot sell my currency (MN) without fulfilling the contract by loaning me their money.
160. They never loaned money, they merely exchanged one currency for another. The bank received my currency for free, without making any loan or fulfilling the

contract, changing the cost and the risk of the contract wherein they refused to sign, knowing that it is a change of currency and not a loan.

161. If I use currency (MN), the same currency the bank deposited to create currency (BM), to pay the loan, the bank rejects it and says I must use currency (BM) or legal tender.
162. The bank received my currency (MN) and the bank's currency (BM) for free without using legal tender and without loaning money thereby refusing to fulfill the contract.
163. Now the bank switches the currency without loaning money and demands to receive my labor to pay what was not loaned or the bank will use my currency (MN) (mortgage note) to buy my home in foreclosure,
164. The Revolutionary war was fought to stop these bank schemes.
165. The bank has a written policy to expand and contract the currency (BM), creating recessions, forcing people out of work, allowing the banks to obtain my property for free.
166. If the banks loaned legal tender, this would never happen and the home would cost much less.
167. If you allow someone to obtain liens for free and create a new currency, which is not legal tender and I must use legal tender to repay. This changes the cost and the risk.
168. Under this bank scheme, even if everyone in the nation owned their homes and farms debt free, the banks would soon receive the liens on the property in the loan process. The liens the banks receive for free, are what the people lost in property, and now must labor to pay interest on. The interest would not be paid if the banks fulfilled the contract they wrote.

169. If there is equal protection under the law and contract, I could get the mortgage note back without further labor.

170. Why should the bank get MY mortgage note and my labor for free when they refuse to fulfill the contract they wrote and told me to sign?

LOGIC AS EVIDENCE

171. The check was written without deducting funds from SA or CD allowing the MN to become the new, pool of money owed to DDA, SA, CD with DDA, SA, CD increasing by the amount of the MN. In this case the bankers sell the MN for FRN's or other assets while still owing the liability for the MN sold and without the bank giving up any- FRN'S.

172. If the bank had to part with FRN'S, and without the benefit of checks to hide the fraudulent conversion of the MN from which it issues the check, the bank fraud would be exposed.

173. FRN's are the only money called legal tender. If only FRN's are deposited for the credit to DDA- SA- CD, and if the bank wrote a check for the MN, the check then transfers FRN's and the bank gives the borrower a bank asset. There is no increase in the check book money supply that exists in the loan process.

174. The bank policy is to increase bank liabilities; DDA, SK, CD, by the MN. If the MN is money, then the bank never gave up a bank asset. The bank simply used fraudulent conversion of ownership of the MN. The bank cannot own the MN until the bank fulfills the contract.

175. The check is not the money the money is the deposit that makes the check good. In this case, the mortgage note is the money from which the check is issued. Who owns the MN when the MN is deposited? The borrower owns the MN because the bank

never paid money for the MN and never loaned money (bank asset). The bank simply claimed the bank owned the MN without paying for it and deposited the MN from which the check was issued. This is fraudulent conversion. The bank risked nothing! Not even one penny was invested. They never took money out of any account, in order to own the MN, as proven by the bookkeeping entries, financial ratios, the balance sheet, and of course the bank's literature. The bank simply never complied with the contract.

176. If the MN is not money, then the check is check kiting and the bank is insolvent and the bank still never paid. If the MN is money, the bank took my money without showing the deposit, and without paying for it, which is fraudulent conversion. The bank claimed it owned the MN without paying for it, then sold the MN, took the cash and never used the cash to pay the liability it owed for the check the bank issued. The liability means that the bank still owes the money. The bank must return the MN or the cash it received in the sale, in order to pay the liability. Even if the bank did this, the bank still never loaned me the bank's money, which is what 'loan' means. The check is not money but merely an order to pay money. If the mortgage note is money then the bank must pay the check by returning the MN.
177. The only way the bank can pay FRN's for the check issued is to sell the MN for FRN's. FRN's are non-redeemable in violation of the UCC. The bank forces me to trade in non-redeemable private bank notes of which the bank refuses to pay the liability owed. When I present the FRN's for payment the bank just gives me back another FRN which the bank paid 2 ½ cents for per bill regardless of denomination. What a profit for the bank!

178. The check issued can only be redeemed in FRN's, which the bank obtained by selling the MN that they paid nothing for.
179. The bank forces me to trade in bank liabilities, which they never redeem in an asset.
180. This is fraudulent conversion making the contract, which the bank created with their policy of bookkeeping entries, illegal and the alleged contract null and void.
181. The bank has no right to the MN or to a lien on my property, until the bank performs under the contract.
182. The bank had less than ten percent of FRN's to back up the bank liabilities in DDA, SA, or CD's. A bank liability to pay money is not money. When we try and repay the bank in like land funds (such as is the banks policy to deposit from which to issue checks) they claim it is not money. The bank's confusing and deceptive trade practices and their alleged contracts are unconscionable.

COUNT I

FRAUD IN THE INDUCEMENT

183. The bank made the alleged borrower a depositor by depositing a \$108,000.00 negotiable instrument, which the bank sold or had available to sell for approximately \$108,000.00 in legal tender. The bank did not credit the borrower's transaction account showing that the bank owed the borrower the \$108,000.00. Rather the bank claimed that the alleged borrower owed the bank the \$108,000.00, then placed a lien on the borrower's real property for \$108,000.00 and demanded loan payments or the bank would foreclose.
184. The bank deposited a non-legal tender negotiable instrument and exchanged it for another non-legal tender check, which traded like money, using the deposited negotiable instrument as the money deposited. The bank changed the currency

without the borrower's authorization. First by depositing non legal tender from, which to issue a check (which is non-legal tender) and using the negotiable instrument (my mortgage note), to exchange for legal tender, the bank needed to make the check appear to be backed by legal tender. No loan ever took place.

185. The transaction that took place was merely a change of currency (without authorization), a negotiable instrument for a check. The negotiable instrument is the money, which can be exchanged for legal tender to make the check good. An exchange is not a loan. The bank exchanged \$108,000.00 for \$108,000.00. There was no need to go to the bank for any money. The customer (alleged borrower) did not receive a loan, the alleged borrower lost \$108,000.00 in value to the bank, which the bank kept and recorded as a bank asset and never loaned any of the bank's money.
186. The damages are \$108,000.00 plus interest payments, which the bank demanded by mail. The bank illegally placed a lien on my property and then threatened to foreclose, further damaging the alleged borrower, if the payments were not made.
187. A depositor is owed money for the deposit and the alleged borrower is owed money for the loan the bank never made and yet placed a lien on the real property demanding payment.
188. Damages exist in that the bank refuses to loan their money. The bank denies the alleged borrower equal protection under the law and contract, by merely exchanging one currency for another and refusing repayment in the same type of currency deposited. The bank refused to fulfill the contract by not loaning the money, and by the bank refusing to be repaid in the same currency, which they deposited as an

exchange for another currency. A debt tender offered and refused is a debt paid to the extent of the offer. The bank has no authorization to alter the alleged contract and to refuse to perform by not loaning money, by changing the currency and then refusing repayment in what the bank has a written policy to deposit.

189. The seller of the home received a check. The money deposited for the check issued came from the borrower not the bank. The bank has no right to my mortgage note until the bank performs by loaning the money.
190. In the transaction the bank was to loan legal tender to the borrower, in order for the bank to secure a lien. The bank never made the loan, but kept the mortgage note the alleged borrower signed. This allowed the bank to obtain the equity in my property (by a lien) and transfer the wealth of my property to the bank without the bank's investment, loan, or risk of money. Then the bank receives the alleged borrower's labor to pay principal and Usury interest. What the I owned or should have owned debt free, the bank obtained ownership in, and for free, in exchange for me receiving a debt, paying interest to the bank, all because the bank refused to loan money and merely exchanged one currency for another. This places the me in perpetual slavery to the bank because the bank refuses to perform under the contract. The lien forces payment by threat of foreclosure. The mail is used to extort payment on a contract the bank never fulfilled.
191. If the bank refuses to perform, then they must return the mortgage note. If the bank wishes to perform, then they must make the loan. The past payments must be returned because the bank had no right to lien my property and extort interest payments.

192. The bank has no right to sell a mortgage note for two reasons. The mortgage note was deposited and the money withdrawn without authorization by using a forged signature and; two, the contract was never fulfilled. The bank acted without authorization and is involved in a fraud thereby damaging the alleged borrower.
193. The bank advertised it would loan money, which is backed by legal tender. Is not that what the symbol \$ means? Is that not what the contract said? Do you not know there is no agreement or contract in the absence of mutual consent? The bank may say that they gave you a check, you owe the bank money. This Complaint shows that the check came from the money the alleged borrower provided and the bank never loaned any money from other depositors.
194. I've shown you the law and the bank's own literature to prove my case. All the bank did was trick me. They get my mortgage note without investing one cent, by making me a depositor and not a borrower. The key to the puzzle is, the bank did not sign the contract. If they did they must loan you the money. If they did not sign it, chances are, they deposited the mortgage note in a checking account and used it to issue a check without ever loaning me money or the bank investing one cent.
195. Our Nation, along with every State of the Union, entered into Bankruptcy, in 1933. This changes the law from "gold and silver" legal money and "common law" to the law of bankruptcy. Under Bankruptcy law the mortgage note acts like money. Once I sign the mortgage note it acts like money. The bankers now trick me into thinking they loaned you legal tender, when they never loaned me any of their money.

196. The bank had no intent to loan, making it promissory fraud, mail fraud, wire fraud, and a list of other crimes a mile long. How can they make a felony, legal? They cannot! Fraud is fraud is fraud is fraud!
197. If I deposit anyone's negotiable instrument without a contract authorizing it, and withdraw the money claiming it is my money, I would go to jail. If it was my policy to violate a contract, I could go to jail for a very long time.
198. I want equal protection under the law and contract, and to have the bank fulfill the contract or return the mortgage note. I want the judges, sheriffs, and lawmakers to uphold their oath of office and to honor and uphold the founding fathers U.S. Constitution. Is this too much to ask?
199. What is the mortgage note? The mortgage note represents your future loan payments. A promise to pay the money the bank loaned you. What is a lien? The lien is a security on the property for the money loaned.
200. How can the bank promise to pay money and then not pay? How can they take a promise to pay and call it money and then use it as money to purchase the future payments of money at interest. Interest is the compensation allowed by law or fixed by the parties for the use or forbearance of borrowed money. The bank never invested any money to receive my mortgage note. What is it they are charging interest on? The bank received an asset. They never gave up an asset. Did they pay interest on the money they received as a deposit? A check issued on a deposit received from the borrower cost the bank nothing? Where did the money come from that the bank invested to charge interest on?

201. The bank may say I received a benefit. What benefit? Without their benefit I would receive equal protection under the law, which would mean I did not need to give up an asset or pay interest on my own money! Without their benefit I would be free and not enslaved. I would have little debt and interest instead of being enslaved in debt and interest. The banks broken the contract, which they never intended to, fulfill in the first place. I got a check and a house, while they received a lien and interest for free, through a broken contract, while I got a debt and lost my assets and our country. The benefit is the banks, who have placed liens on nearly every asset in the nation, without costing the bank one cent. Inflation and working to pay the bank interest on my own money is the benefit.

202. Plaintiff suffered money damages as a direct and proximate result.

WHEREFORE the Plaintiff prays this Honorable Court will enter an Order adjudging the Defendant liable to Plaintiff in the amount of \$108,000.00 together with such other and further relief as the Court may deem reasonable and just under the circumstances.

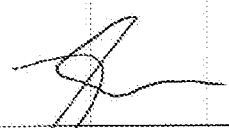
COUNT II BREACH OF CONTRACT

203. Plaintiff restates the foregoing paragraphs 1-201

204. Plaintiff suffered money damages as a direct and proximate result.

WHEREFORE the Plaintiff prays this Honorable Court will enter an Order adjudging the Defendant liable to Plaintiff in the amount of \$108,000.00 together with such other and further relief as the Court may deem reasonable and just under the circumstances

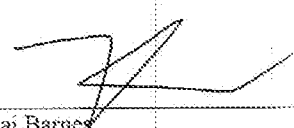
DATED June 7, 2013



Nataki Kai Barnes
Street Number Post Office Address
25241 ORCHARD GROVE ST
SOUTHFIELD MI 48033
248-797-4398

PROOF OF SERVICE

I Nataki Kai Barnes certify that on June 7, 2013 a copy of this Motion was served upon the Defendant pre-paid postage at 400 Turbine Drive Rapid City, SD 57703.



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